

EXHIBIT I

Revenue contracts over \$1m

8140: 1/1

Pfizer Inc.

<u>Client treatment</u>		<u>Invoice details</u>		<u>Contract details</u>	
	\$				<u>Original contract</u>
License revenue recognised	4,500,000	Invoice ref	5847/48-ANA	Contract date	9/21/2009
Maintenance deferred	225,000	Invoice date	9/24/2009	Contract signed?	✓
Services revenue	-	Invoiced from	Autonomy Inc	Acceptance criteria?	x
	4,725,000	Invoice total	\$ 4,725,000	Payment terms	Net 45 days
Carve out %	5%	VAR?	x	License	4,500,000
Paid?	No	End User?	Pfizer Inc.	Support	225,000
Payment date		Maintenance period	23/09/09 - 22/09/10	Services	-
Balance on A/R				Total	4,725,000
				Delivery	ESD Portal

Details

This is a contract to supply Pfizer Inc. with a perpetual licence for the following: IDOL software package (for use in connection with the data stored using Aungate and Meridio); Aungate software package (for 50 licensed users to review documents generated by up to 85,000 desktops); Meridio software package.

The commercial rationale behind this deal is that Pfizer is investing in its eDiscovery capabilities, so that it can comply with the numerous regulatory requirements that comes with being an international pharmaceutical company. The licence will allow the processing of up to 100TB of data before additional fees are due. This therefore appears reasonable in light of our understanding of the software being licenced.

Note that this is the way that all IDOL deals are structured (i.e. with a limit on the volume of data) but normally it refers to the number of documents, rather than a volume in TB. This is on the basis that a large company who will be processing more data will be using the software more and that therefore warrants a higher licence fee. Whilst the number of applicable users is also an indicator of the deal size, ultimately it is the volume of data that determines the usage of the software.

Given the apparent size and importance of this deal to Pfizer, we must consider whether there are any hidden professional service elements to this contract (i.e. training to ensure proper use). Having reviewed the contract, we note that there is no specific reference made to training services and per discussion with Matt Stephan (Senior financial accountant) we note that training (circa 100 hours) is to be provided under a separate SOW.

We have reviewed the signed agreement (dated 21 September 2009) and the signed purchase order (dated 23 September 2009) to identify any unusual terms, which might restrict revenue recognition. No such items were noted.

SATISFACTORY**Maintenance element**

The carve out rate on this contract is 5%. This is normal for a deal of this size. Carve out rates have been tested in previous quarters and it has been shown that the fair value of maintenance for first line users is around 5%(for deals > \$1m). This is therefore considered as satisfactory.

SATISFACTORY**Collectibility**

Pfizer are the world's largest research-based pharmaceutical company. Their 2008 annual report shows revenues of \$48.3bn and net profit of \$8.1bn. Working capital at 31/12/08 was \$16.1bn. As such, we consider this amount to be recoverable.

SATISFACTORY**Delivery****Software:**

We have viewed an e-mail dated 24 September 2009 (from malcanta@autonomy.com to brett.durand@pfizer.com)stating that the software is available for download via Autonomy CSS.This is therefore considered as satisfactory.

SATISFACTORY**Revenue recognition**

- The risks and rewards of ownership passed to the customer when the items were delivered. As all of Autonomy's obligations have been fulfilled the risks and rewards have been transferred.
- Autonomy has not retained any managerial control.
- The revenue can be measured effectively as it is stated on both the invoice and in the contract
- It is probable that economic benefits will flow to Autonomy
- There are no costs incurred in this transaction.

SATISFACTORY**Conclusion****SATISFACTORY**